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UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA

CHINA CENTRAL TELEVISION, a China  
company; CHINA INTERNATIONAL  
COMMUNICATIONS CO., LTD., a China  
company; TVB HOLDINGS (USA), INC., a  
California corporation; and DISH  
NETWORK L.L.C., a Colorado limited  
liability company,

Plaintiffs,

vs.

CREATE NEW TECHNOLOGY (HK)  
LIMITED, a Hong Kong company; HUA  
YANG INTERNATIONAL TECHNOLOGY  
LTD., a Hong Kong company; SHENZHEN  
GREATVISION NETWORK  
TECHNOLOGY CO. LTD., a China  
company; CLUB TVPAD, INC., a California  
corporation; BENNETT WONG, an  
individual; ASHA MEDIA GROUP INC.  
d/b/a TVPAD.COM, a Florida corporation;  
AMIT BHALLA, an individual;  
NEWTVPAD LTD CO. a/k/a TVPAD USA,  
a Texas corporation; LIANGZHONG ZHOU,  
an individual; HONGHUI CHEN d/b/a e-  
Digital, an individual; JOHN DOE 1 d/b/a  
BETV; JOHN DOE 2 d/b/a YUE HAI; JOHN  
DOE 3 d/b/a 516; JOHN DOE 4 d/b/a HITV;  
JOHN DOE 5 d/b/a GANG YUE; JOHN  
DOE 6 d/b/a SPORT ONLINE; JOHN DOE 7  
d/b/a GANG TAI WU XIA; and JOHN DOES  
8-10,

Defendants.

Case No.  
**CV 15-1869 SVW (AJWx)**

**[PROPOSED] ORDER  
GRANTING PLAINTIFFS'  
MOTION FOR DEFAULT  
JUDGMENT AND  
PERMANENT INJUNCTION  
AGAINST DEFENDANT ASHA  
MEDIA GROUP INC.**

**TO ALL PARTIES AND THEIR COUNSEL OF RECORD:**

The Court has considered the Motion for Default Judgment and Permanent Injunction of Plaintiffs China Central Television (“CCTV”), China International Communications Co., Ltd. (“CICC”), TVB Holdings (USA), Inc. (“TVB (USA)”), and DISH Network L.L.C. (“DISH”) (collectively, “Plaintiffs”), against Defendant Asha Media Group Inc. (“Asha Media”) and all documents in support thereof. Good cause appearing to enter the requested relief, **IT IS HEREBY ORDERED** that Plaintiffs’ Motion is **GRANTED**.

**Findings of Fact and Conclusions of Law**

1. For purposes of this Default Judgment and Permanent Injunction, the following definitions shall apply:

a. “Plaintiffs’ Copyrighted Programming” shall mean each of those broadcast television programming works, or portions thereof, whether now in existence or later created, in which the Plaintiffs, or any of them (or any parent, subsidiary, or affiliate of any of the Plaintiffs), own or control an exclusive right under the United States Copyright Act, 17 U.S.C. §§ 101 *et seq.*, including without limitation all copyrighted programs identified in

**Exhibits A and B** hereto;

b. “STB” shall mean a television set-top box or other similar device, including all devices sold under the name “TVpad”;

c. “STB App” shall mean any software application or associated service that is designed for use on any STB, including any software application that is preloaded on a STB or available for download by the user of a STB;

d. “Infringing TVpad App” shall mean any STB App whereby Plaintiffs’ Copyrighted Programming is publicly performed without authorization by transmission to members of the public, including but not limited to each STB App identified in **Exhibit C** hereto;

1 e. "TVpad Device" shall mean any STB that offers or operates in  
2 conjunction with an Infringing TVpad App;

3 f. "TVpad Store" shall mean any combination of software and/or  
4 services whereby users can select and download software applications onto  
5 the TVpad Device;

6 g. "TVpad Service" shall mean transmission of Plaintiffs  
7 Copyrighted Programming through the TVpad Device and the Infringing  
8 TVpad Apps;

9 h. "Comparable System" shall mean any device, data transmission  
10 service or application that provides users unauthorized access to Plaintiffs'  
11 Copyrighted Programming, using any peer-to-peer or Internet-based  
12 transmission, file sharing or content delivery technology;

13 i. "TVpad Websites" shall mean the websites located at the domain  
14 name tvpad.com and any other websites maintained by Asha Media or  
15 pursuant to its direction, that distribute, sell, advertise or promote any TVpad  
16 Device, the TVpad Service, or any Comparable System, or are otherwise  
17 utilized in furtherance of any of the activities enjoined in Paragraphs 9, 10, or  
18 13 hereinbelow;

19 j. "CCTV Marks" shall mean the word marks "CCTV" and "CCTV  
20 AMERICA" and the stylized CCTV logo, and the design mark "CCTV  
21 AMERICA" registered with the U.S. Patent and Trademark Office,  
22 Registration No. 4730301, in connection with, among other things,  
23 "[t]elelevision broadcasting services; streaming of audio, visual and audiovisual  
24 material via a global computer network; transmission of news; transmission of  
25 sound, video and information";

26 k. "TVB Marks" shall mean (a) the word mark JADE (Registration  
27 No. 2752223); (b) the JADE logo (Registration No. 2831375 and U.S.  
28 Application Serial No. 86171201); (c) the word mark TVB (U.S. Application

Serial No. 86171162); and the Chinese-language word mark for THE JADE CHANNEL (Registration No. 3072394); and

1. “Plaintiffs’ Marks” shall mean the CCTV Marks and TVB Marks.

2. Plaintiffs bring claims against Asha Media for (1) secondary copyright infringement under the copyright laws of the United States, 17 U.S.C. § 101 *et seq.*; (2) federal trademark infringement and unfair competition under the Lanham Act, 15 U.S.C. § 1125(a); (3) common law trademark infringement and unfair competition; and (4) violation of California Business and Professions Code § 17200, *et seq.*

3. This Court has jurisdiction over Plaintiffs and Asha Media in this action and over the subject matter at issue based on 28 U.S.C. §§ 1331, 1338 and 17 U.S.C. § 101 *et seq.* and 15 U.S.C. § 1051 *et seq.* with supplemental subject matter jurisdiction under 28 U.S.C. § 1367. This Court further has continuing jurisdiction to enforce the terms and provisions of this Judgment and Permanent Injunction. Venue is also proper in this Court pursuant to 28 U.S.C. §§ 1391(b)( and 1391(c), as well as 28 U.S.C. § 1400 (b).

4. Plaintiff China Central Television (“CCTV”) is a state-owned company existing under the laws of the People’s Republic of China with its principal place of business in Beijing, China. CCTV is China’s most influential television program producer, creating and broadcasting a wide variety of television programs, including news, dramas, comedies, sports, documentaries, and entertainment programming. CCTV has 42 television channels. Its flagship over-the-air channels in China are CCTV1 through CCTV14. CCTV owns the copyrights to a large number of television programs, including highly successful programs such as Star Walk, Art Life, and Across the Strait. CCTV television channels are broadcast in mainland China, and certain CCTV television channels and programs are licensed for international distribution.

1           5.     Plaintiff China International Communications Co., Ltd. (“CICC”) is a  
2 state-owned company existing under the laws of the People’s Republic of China  
3 with its principal place of business in Beijing, China. CICC is an indirect wholly  
4 owned subsidiary of CCTV. CICC is responsible for, among other things, licensing  
5 and distributing CCTV programming in the United States.

6           6.     Plaintiff TVB Holdings (USA), Inc. (“TVB (USA)”) is a corporation  
7 organized under the laws of the State of California with its principal place of  
8 business in Norwalk, California. TVB (USA) is a wholly owned indirect subsidiary  
9 of TVB, a Hong Kong company that is the largest producer of Cantonese-language  
10 television programming in the world. TVB (USA) distributes and licenses TVB  
11 television programming in the United States. TVB (USA)’s ultimate parent  
12 company, TVB, operates five over-the-air television channels—Jade, J2, Jade HD,  
13 iNews (Cantonese), and Pearl (English)—and 13 pay TV channels in Hong Kong.

14           7.     Plaintiff DISH Network L.L.C. (“DISH”) is a limited liability company  
15 organized under the laws of the State of Colorado with its principal place of business  
16 in Englewood, Colorado. DISH is the nation’s fourth-largest pay television service,  
17 delivering video services to nearly 14 million customers nationwide through both  
18 satellite and Internet platforms.

19           8.     Defendant Asha Media is a Florida corporation that has purposefully  
20 availed itself of the Central District of California by shipping, advertising, and  
21 marketing the TVpad Device to consumers in California and in this District. Asha  
22 Media ships TVpad Devices directly to consumers from its warehouse in  
23 Bloomington, California.

24           9.     CCTV is the legal and/or beneficial owner of all right, title, and interest  
25 in the copyrights of certain television programs and broadcasts created by or for it for  
26 public performance and/or distribution. As CCTV’s television programs are foreign  
27 works, registration with the United States Copyright Office is not a prerequisite to  
28 filing a copyright infringement action with respect to them. 17 U.S.C. §§ 101,

1 411(a). A list of representative CCTV television programs and certificates of  
2 registrations attached hereto as **Exhibit A**.

3 10. Certain CCTV television channels and programs that originally air in  
4 mainland China are distributed in the United States as part of a package of television  
5 channels called the “Great Wall Package.” CCTV’s Great Wall Package consists of  
6 programming from 22 Chinese television channels including the following CCTV  
7 channels: CCTV-4; CCTV-E; CCTV-Entertainment; CCTV-News; CCTV-Movies;  
8 and CCTV-Opera (collectively, the “CCTV U.S. channels”). Plaintiff CICC  
9 distributes the Great Wall Package in the United States through three authorized  
10 distribution partners, including Plaintiff DISH.

11 11. TVB (USA) is the exclusive licensee in the United States of certain  
12 programming owned by TVB and/or TVB’s wholly owned subsidiary, TVBO  
13 Production Limited (“TVBO”), for certain media. As TVB and TVBO’s television  
14 programs are foreign works, registration with the United States Copyright Office is  
15 not a prerequisite to filing a copyright infringement action with respect to them. 17  
16 U.S.C. §§ 101, 411(a). A list of representative TVB television programs and  
17 certificates of registrations attached hereto as **Exhibit B**.

18 12. Plaintiffs’ copyrights in Plaintiffs’ Copyrighted Programming are valid  
19 and enforceable.

20 13. Certain TVB television programs and TVB channels that originally air  
21 in Hong Kong and Taiwan are distributed by TVB (USA) in the United States under  
22 license from TVBO and/or its affiliate TVBI Company Limited, including the  
23 following channels: TVB1; TVB2; TVBe; TVB Pearl; TVBHD; TVB8; TVB  
24 Drama; TVBS; Jade SF; Jade NY; and Jade LA (collectively, the “TVB U.S.  
25 channels”). TVB (USA)’s most popular television package is called the “Jadeworld”  
26 Package, which includes TVB1, TVB2, TVBe, and TVBS.

27 14. DISH’s primary service is satellite television, which DISH provides to  
28 subscribers in the United States in return for subscription fees. Separately, DISH



1 offers OTT television services through, *inter alia*, “Sling International,” an OTT  
2 streaming service that provides international television programming on numerous  
3 viewing devices including Apple iPhones and iPads, Android phones and tablets,  
4 Samsung Smart TVs and Blu-Ray devices, Amazon Fire, personal computers, and  
5 the Roku Streaming Player.

6 15. Under a license agreement, DISH owns the exclusive right to retransmit  
7 CCTV’s Great Wall Package of television channels and programs in the United  
8 States via satellite, and also has a non-exclusive right to distribute CCTV’s Great  
9 Wall Package of television channels and programs over the Internet (including OTT)  
10 in the United States. In return for monthly subscription fees, DISH offers its United  
11 States subscribers access to the Great Wall Package.

12 16. Under a license agreement, DISH owns the exclusive rights to  
13 retransmit certain TVB U.S. channels and the TVB programs via satellite in the  
14 United States and via OTT television services in the United States, except for video-  
15 on-demand content. In return for monthly subscription fees, DISH offers its United  
16 States subscribers access to TVB programming through the Jadeworld Package.

17 17. Plaintiffs are the legal and beneficial owners of exclusive rights to  
18 exploit Plaintiffs’ Copyrighted Programming in the United States. Among the  
19 bundle of rights afforded Plaintiffs under United States copyright law is the  
20 exclusive right to “perform the copyrighted work publicly.” 17 U.S.C. § 106(4).  
21 This includes the exclusive right “to transmit or otherwise communicate a  
22 performance or display of” Plaintiffs’ Copyrighted Programming “to the public by  
23 means of any device or process whether the members of the public capable of  
24 receiving the performance or display receive it in the same place or in separate  
25 places and at the same time or at different times.” *Id.* § 101.

26 18. This copyright and trademark infringement action arises out of the  
27 TVpad Service, provided to customers over the TVpad Device. The TVpad Device  
28 uses Infringing TVpad Apps that, without authorization or permission from copyright

1 owners, stream intercepted television programming over the Internet to United States  
2 users of the TVpad Device, twenty-four hours a day, seven days a week. For a one-  
3 time, up-front payment to purchase the TVpad device, TVpad customers in the  
4 United States receive unlicensed television channels and television programs from  
5 China, Hong Kong, Taiwan, and other Asian countries, including Plaintiffs'  
6 Copyrighted Programming.

7 19. The TVpad Service works in part by means of a peer-to-peer network,  
8 through which TVpad users not only receive unauthorized streams of Plaintiffs'  
9 Copyrighted Programming in the United States, but also simultaneously retransmit  
10 that programming to large numbers of other TVpad users in the United States. The  
11 retransmissions of CCTV and TVB programs by TVpad users constitute infringing  
12 performances of Plaintiffs' Copyrighted Programming. The TVpad Service also  
13 directly streams Plaintiffs' Copyrighted Programming to U.S. TVpad users from  
14 servers located in the United States and elsewhere.

15 20. Asha Media markets, advertises, sells, distributes, and promotes the  
16 TVpad device, the TVpad Service, and the Infringing TVpad Apps in the United  
17 States. Asha Media is part of the international distribution network for the TVpad  
18 Retransmission Service. Asha Media has actual and constructive knowledge that the  
19 TVpad Retransmission Service infringes Plaintiffs' Copyrighted Programming and  
20 has taken affirmative steps to aid, materially contribute to, promote, foster, and  
21 induce infringing public performances of Plaintiffs' Copyrighted Programming by  
22 TVpad customers.

23 21. Asha Media is secondarily liable under the Copyright Act for inducing  
24 the infringing acts committed by TVpad customers. Asha Media distributes the  
25 TVpad Device, the TVpad Service, and the Infringing TVpad Apps with the object  
26 of promoting and encouraging its use to infringe copyrighted television programs,  
27 including but not limited to Plaintiffs' Copyrighted Programming, and such  
28 infringement has resulted and continues to result. Through his purposeful conduct,



1 Asha Media knowingly and intentionally induces unauthorized public performances  
2 by TVpad customers in the United States of copyrighted television programs,  
3 including but not limited to Plaintiffs' Copyrighted Programming, in violation of  
4 Plaintiffs' exclusive rights under 17 U.S.C. § 106.

5 22. Asha Media is also liable as a contributory infringer for materially  
6 contributing to, aiding, and assisting the infringing acts of TVpad customers. Asha  
7 Media has actual and constructive knowledge of specific infringing activity carried  
8 out by TVpad customers. Through its distribution and promotion of the TVpad  
9 Device, the TVpad Service, and the Infringing TVpad Apps, with knowledge of  
10 specific acts of infringement, Asha Media knowingly caused, and/or otherwise  
11 materially contributed to, unauthorized public performances and reproductions by  
12 TVpad customers in the United States of copyrighted television programs, including  
13 but not limited to Plaintiffs' Copyrighted Programming, in violation of Plaintiffs'  
14 exclusive rights under 17 U.S.C. § 106.

15 23. CCTV brands its television broadcasting services and television  
16 programming under the CCTV Marks, which denote unique and high-quality  
17 television content. The CCTV Marks are used in conjunction with CCTV's  
18 television broadcasting services, programming, and related entertainment services.

19 24. CCTV authorizes CICC to use the CCTV Marks in connection with its  
20 distribution of CCTV programming in the United States.

21 25. Long before the acts of Asha Media discussed herein, CCTV and CICC  
22 adopted and began using the CCTV Marks in commerce in the United States in  
23 connection with their television broadcasting services, programming, and related  
24 entertainment services. CCTV and CICC have used and continue to use the CCTV  
25 Marks in interstate commerce in the United States in connection with the advertising  
26 and sale of their goods and services. The CCTV Marks have acquired secondary  
27 meaning in that they have come to be associated by the trade and consuming public  
28 exclusively with CCTV and its authorized affiliate, CICC, and have come to signify

1 CCTV as the source of authorized broadcasts and programs bearing the CCTV  
2 Marks.

3 26. TVB brands its television broadcasting services and television  
4 programming under the TVB Marks, which denote unique and high-quality television  
5 content. TVB uses the TVB Marks in conjunction with its television broadcasting  
6 services, programming, and related entertainment services throughout the world.

7 27. TVB authorizes TVB (USA) to use the TVB Marks in the United States  
8 and to bring enforcement actions against the unauthorized use of the TVB Marks in  
9 the United States. TVB (USA) uses the TVB Marks in connection with its  
10 distribution of TVB programming in the United States.

11 28. Long before the acts of Asha Media discussed herein, and starting in  
12 1984, TVB (USA) adopted and began using the TVB Marks in commerce in the  
13 United States in connection with its television broadcasting services, programming,  
14 and related entertainment services. TVB (USA) has used and continues to use the  
15 TVB Marks in interstate commerce in the United States in connection with the  
16 advertising and sale of its goods and services. The TVB Marks have acquired  
17 secondary meaning in that they have come to be associated by the trade and  
18 consuming public exclusively with TVB and its authorized affiliate, TVB (USA), and  
19 have come to signify TVB and TVB (USA) as the source of authorized broadcasts  
20 and programs bearing the TVB Marks.

21 29. Plaintiffs' Marks are valid and enforceable.

22 30. By using Plaintiffs' Marks in connection with the advertising,  
23 promotion, and sale of the TVpad Device, the Infringing TVpad Apps, and the  
24 TVpad Service, Asha Media has caused and is likely to cause confusion in the minds  
25 of consumers and to create a false impression in the minds of consumers that  
26 Plaintiffs are affiliated, connected, or associated with Asha Media's products and/or  
27 services, and/or that Plaintiffs sponsor or approve of such products and/or services, in  
28

1 violation of 15 U.S.C. § 1125(a), common law trademark infringement and unfair  
2 competition and California Business & Professions Code § 17200, *et seq.*

3 31. Asha Media has committed the acts detailed in ¶¶ 20 through 30 above  
4 willfully, after receiving cease and desist letters from Plaintiffs, after the  
5 commencement of this action and after entry of the Preliminary Injunction Order in  
6 this action [Dkt. No. 98], with the intent to cause injury or intentionally while aware  
7 that injury was certain to result, wrongfully and without just cause, and as such, Asha  
8 Media's acts detailed above constitute willful and malicious copyright and trademark  
9 infringement; and

10 32. Asha Media's acts detailed above constitute:

- 11 a. contributory infringement and vicarious infringement of  
12 Plaintiffs' Copyrighted Programming in violation of the Copyright Act, 17  
13 U.S.C. § 101 *et seq.*;
- 14 b. federal trademark infringement and unfair competition under the  
15 Lanham Act, 15 U.S.C. § 1125(a);
- 16 c. common law trademark infringement and unfair competition; and  
17 d. violation of California Business and Professions Code § 17200 *et*  
18 *seq.*

19 **Judgment and Permanent Injunction**

20 Based on the foregoing findings of facts and conclusions of law, **IT IS**  
21 **HEREBY ORDERED, ADJUDGED AND DECREED AS FOLLOWS:**

22 33. Asha Media is ordered to pay damages to Plaintiffs in the amount of  
23 \$9,030,234.

24 34. Asha Media is ordered to pay Plaintiffs' attorneys fees in the amount of  
25 \$115,625, and post-judgment interests, pursuant to 28 U.S.C. § 1961(a), "at a rate  
26 equal to the weekly average 1-year constant maturity Treasury yield, as published by  
27 the Board of Governors of the Federal Reserve System, for the calendar week  
28 preceding the date of the judgment."

1           35. Asha Media, and all of its parents, subsidiaries, affiliates, officers,  
2 agents, servants and employees, and all those persons or entities acting in active  
3 concert or participation with Asha Media and all persons and entities who receive  
4 actual notice of this Order (collectively, the “Enjoined Parties”) are immediately and  
5 permanently enjoined from engaging in any of the following activities:

6           a. Distributing, selling, advertising, marketing, or promoting any  
7 TVpad Device;

8           b. Transmitting, retransmitting, assisting in the transmission of,  
9 requesting transmission of, streaming, hosting, or providing unauthorized  
10 access to, or otherwise publicly performing, directly or indirectly, by means of  
11 any device or process, Plaintiffs’ Copyrighted Programming;

12           c. Authorizing, hosting, reproducing, downloading, selling, or  
13 otherwise distributing the Infringing TVpad Apps, including without  
14 limitation offering them in the TVpad Store, loading them onto any TVpad  
15 Device or any Comparable System, offering or providing them on Internet  
16 websites, or providing the Infringing TVpad Apps to consumers on separate  
17 media;

18           d. Creating or providing assistance to others who wish to create an  
19 Infringing TVpad App;

20           e. Advertising, displaying, marketing, or otherwise promoting any  
21 of the Infringing TVpad Apps, including without limitation publicly  
22 displaying any of the Plaintiffs’ Copyrighted Programming in connection  
23 therewith or in connection with the TVpad Device or any Comparable System,  
24 including without limitation via the TVpad Websites;

25           f. Distributing, selling, advertising, marketing, or promoting any  
26 TVpad Device or any Comparable System that contains, connects to, or offers  
27 for download any Infringing TVpad App, or promotes any Infringing TVpad  
28 App through the inclusion of icons for said Infringing TVpad App;

1           g.     Distributing, selling, advertising, marketing, or promoting any  
2     TVpad Device or any Comparable System that contains, connects to, offers  
3     for download, transmits, assists in the transmission of, streams, hosts,  
4     provides access to, or otherwise publicly performs, directly or indirectly, by  
5     means of any device or process, Plaintiffs' Copyrighted Programming without  
6     permission;

7           h.     Distributing, selling, advertising, marketing, or promoting any  
8     Comparable System that contains, connects to, offers for download, transmits,  
9     assists in the transmission of, streams, hosts, provides access to, or otherwise  
10    publicly performs, directly or indirectly, by means of any device or process,  
11    Plaintiffs' Copyrighted Programming without permission;

12          i.     Providing or controlling servers that contain any of Plaintiffs'  
13    Copyrighted Programming; and

14          j.     Assisting with end-user reproductions or transmissions of any of  
15    Plaintiffs' Copyrighted Programming through a tracker server, or any other  
16    server or software that assists users or devices in locating, identifying, or  
17    obtaining reproductions or transmissions of any of Plaintiffs' Copyrighted  
18    Programming, including from other users offering reproductions or  
19    transmissions of any of Plaintiffs' Copyrighted Programming; and

20          k.     Otherwise infringing Plaintiffs' rights in their Copyrighted  
21    Programming, whether directly, contributorily, vicariously or in any other  
22    manner.

23        36.     The Enjoined Parties are further immediately and permanently enjoined  
24    from engaging in any activities having the object or effect of fostering infringement  
25    of Plaintiffs' Copyrighted Programming, whether through the Infringing TVpad  
26    Apps or otherwise, including without limitation engaging in any of the following  
27    activities:  
28

- a. Advertising or promoting unauthorized access to or the availability of Plaintiffs' Copyrighted Programming;
- b. Encouraging or soliciting others to transmit or reproduce Plaintiffs' Copyrighted Programming;
- c. Encouraging or soliciting others to upload, post or index any files that constitute, correspond, point or lead to any of Plaintiffs' Copyrighted Programming;
- d. Encouraging or soliciting others to offer transmission of Plaintiffs' Copyrighted Programming;
- e. Providing technical assistance, support services, or servers to others engaged in infringement of, or seeking to infringe, Plaintiffs' Copyrighted Programming;
- f. Creating, maintaining, highlighting, or otherwise providing access to lists or forums that include, refer to, or signal the availability of Plaintiffs' Copyrighted Programming;
- g. Including references to Plaintiffs' Copyrighted Programming or the Infringing TVpad Apps in promotional materials; and
- h. Creating, maintaining, or providing access to the Infringing TVpad Apps.

37. The Enjoined Parties shall not enter into any agreement or transaction whatsoever to sell, lease, license, assign, convey, distribute, loan, encumber, pledge, or otherwise transfer, whether or not for consideration or compensation, any part of the system, software, source code, data file, other technology, domain names, trademarks, brands, or files used in connection with the TVpad Device, Infringing TVpad Apps, or any Comparable System.

38. Asha Media shall identify to Plaintiffs all domain names and IP addresses and the physical locations of all servers owned, leased, or operated by any of the Enjoined Parties that are used in connection with the activities enjoined under



1 Paragraphs 35 and 36, above, within 7 days of the entry of this Permanent  
2 Injunction.

3 39. Further, the Enjoined Parties are immediately and permanently enjoined  
4 from engaging in any of the following activities:

5 a. Using the CCTV or TVB Marks, or any other mark, design  
6 reproduction, copy, or symbol that is a colorable imitation thereof, or  
7 confusing similar thereto, in connection with broadcasting or entertainment  
8 services, or related goods or services, not originating from or authorized by  
9 Plaintiffs;

10 b. Using the CCTV or TVB Marks, or any other mark, design  
11 reproduction, copy, or symbol that is a colorable imitation thereof, in any  
12 manner likely to cause confusion, to cause mistake, or to deceive the  
13 consuming public;

14 c. Representing in any manner, or by any method whatsoever, that  
15 goods and services provided by the Enjoined Parties are licensed, sponsored,  
16 approved, authorized by, or originate from Plaintiffs, or otherwise taking any  
17 action likely to cause confusion, mistake, or deception as to the origin,  
18 approval, sponsorship, or license of such goods or services;

19 d. Committing any acts calculated or likely to cause consumers to  
20 believe that the Enjoined Parties' products and services are authorized by  
21 Plaintiffs;

22 e. Infringing or diluting, whether directly or indirectly, the  
23 distinctive quality of the CCTV Marks or the TVB Marks; and

24 f. Unfairly competing with Plaintiffs in any manner.

25 40. As the Court has personal jurisdiction over Asha Media and has  
26 concluded that the conduct of Asha Media induces infringement of Plaintiffs'  
27 Copyrighted Programming in the United States under the copyright laws of the  
28 United States and infringes the CCTV Marks and TVB Marks under the trademark

1 laws of the United States, this Permanent Injunction enjoins the conduct of Asha  
2 Media wherever it may be found.

3 41. The domain name registries (including but not limited to VeriSign, Inc.)  
4 and/or registrars holding or listing the domain names tvpad.com, tvpad-2.com,  
5 tvpad-3.com, tvpad-4.com and tvboxplayer.com, and who receive actual notice of  
6 this Order, shall (1) temporarily disable these domain names, or any subset of these  
7 domain names specified by Plaintiffs, through a registry hold or otherwise, and make  
8 them inactive and non-transferable; and (2) at the direction of Plaintiffs, transfer  
9 these domain names to Plaintiffs' ownership and control, including, *inter alia*, by  
10 changing the registrar of record to the registrar of Plaintiffs' choosing.

11 42. Service by mail upon Asha Media of a copy of this Default Judgment  
12 and Permanent Injunction once entered by the Court is deemed sufficient notice to  
13 Asha Media under Federal Rule of Civil Procedure 65. It shall not be necessary for  
14 Asha Media to sign any form of acknowledgement of service.

15 43. This Permanent Injunction shall bind the Enjoined Parties. Asha Media  
16 shall provide a copy of this Permanent Injunction to its officers, agents, servants,  
17 employees, attorneys, principals, shareholders, members, and current and future  
18 administrators or moderators of the any online forums associated with Asha Media,  
19 the TVpad Device, the TVpad Apps, or Comparable System.

20 44. Violation of this Permanent Injunction shall expose Asha Media and all  
21 other persons bound by this Permanent Injunction to all applicable penalties,  
22 including contempt of Court.

23 45. Within 14 days of the date the Court enters this Permanent Injunction,  
24 Asha Media shall file and serve a report in writing and under oath setting forth in  
25 detail the manner and form with which Asha Media has complied with the  
26 Permanent Injunction.

1           46. The Court finds there is no just reason for delay in entering this Default  
2 Judgment and Permanent Injunction and, pursuant to Fed. R. Civ. P. 54(a), the Court  
3 directs immediate entry of this Default Judgment and Permanent Injunction.

4           47. The Court shall retain jurisdiction of this action to entertain such further  
5 proceedings and to enter such further orders as may be necessary or appropriate to  
6 implement and enforce the provisions of this Default Judgment and Permanent  
7 Injunction.

8 IT IS SO ORDERED.

9  
10 \_\_\_\_\_, 2016

\_\_\_\_\_  
Hon. Stephen V. Wilson  
Judge of the United States District Court